



Cornell University  
ILR School

Cornell University ILR School  
**DigitalCommons@ILR**

---

Retail and Education Collective Bargaining  
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

---

8-1-1973

## **Greater St. Louis Automotive Association, Inc. and St. Clair-Madison Automotive Association, Inc. and International Association of Machinists and Aerospace Workers, AFL-CIO, Local 9 (1973)**

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

**Support this valuable resource today!**

---

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact [catherwood-dig@cornell.edu](mailto:catherwood-dig@cornell.edu).

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact [web-accessibility@cornell.edu](mailto:web-accessibility@cornell.edu) for assistance.

---

**Greater St. Louis Automotive Association, Inc. and St. Clair-Madison Automotive Association, Inc. and International Association of Machinists and Aerospace Workers, AFL-CIO, Local 9 (1973)**

**Location**

St. Louis, MO; IL

**Effective Date**

8-1-1973

**Expiration Date**

7-31-1976

**Employer**

Greater St. Louis Automotive Association, Inc.; St. Clair-Madison Automotive Association, Inc.

**Union**

International Association of Machinists and Aerospace Workers

**Union Local**

9

**NAICS**

44

**Sector**

P

**Item ID**

6178-001b023f006\_02

**Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

**Comments**

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

#6902

7/13

*Standard* *assn.*  
FEB 81 1974

# *Automotive Agreement*

Approved by  
**GREATER ST. LOUIS AUTOMOTIVE ASSOCIATION, INC.**  
and  
**ST. CLAIR - MADISON AUTOMOTIVE ASSOCIATION, INC.**  
and

2452  
12-20-77



**DISTRICT No. 9,  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
A.F.L.-C.I.O.**

DISTRICT NO. 9 PHONE: 1-314-739-6200



**1973-1976**



X = 7/76

# STANDARD AUTOMOTIVE AGREEMENT

## INDEX

		Page No.
ARTICLE XXXI	Apprentices .....	12
ARTICLE XL	Business Interruptions .....	15
ARTICLE XXIV	Collusion .....	9
ARTICLE XII	Designation of Work .....	6
ARTICLE XXIII	Discrimination .....	9
ARTICLE IV	Dues Deduction .....	3
ARTICLE XXI	Employee Liability Due to Negligence .....	8
ARTICLE XX	Employees Doing Work of Another Union .....	8
ARTICLE XXXII	Employment Application .....	12
ARTICLE XVI	Flat Rate Manual .....	7
ARTICLE XXXIII	Garnishments .....	12
ARTICLE VIII	Grievance Procedure and Strike Clause .....	5
ARTICLE XXXIV	Health and Welfare .....	13
ARTICLE XIV	Higher Rate of Pay .....	7
ARTICLE VI	Holiday Pay .....	4
ARTICLE XVIII	Insurance .....	8
ARTICLE I	Jurisdiction and Recognition .....	3
ARTICLE XXII	Laundry and Uniforms .....	9
ARTICLE XXXVIII	Legality .....	14
ARTICLE XXV	Limited Ability Employees .....	9
ARTICLE XXXVI	Mandatory Retirement .....	14
ARTICLE III	New Employees .....	3
ARTICLE XIII	No Wage Reduction .....	6
ARTICLE XVII	Overtime Provisions .....	7
ARTICLE XXXVII	Pay Periods .....	14
ARTICLE XXXV	Pension Plan .....	13
ARTICLE X	Picket Line .....	6
ARTICLE XV	Previous Service .....	7
ARTICLE XI	Selection of Steward .....	6
ARTICLE V	Seniority .....	3
ARTICLE XIX	Service Meetings .....	8
ARTICLE XXVII	Shift Assignments .....	10
ARTICLE XXVI	Shop Rules .....	9
ARTICLE XXIX	Sick Leave .....	10
ARTICLE XXVIII	Subcontracting Work .....	10
ARTICLE XXXIX	Successor .....	15
ARTICLE XLI	Termination .....	15
ARTICLE IX	Unauthorized Activities .....	6
ARTICLE II	Union Shop and Union Card .....	3
ARTICLE VII	Vacation .....	5
ARTICLE XXX	Wages .....	10
ARTICLE XVII	Work Week .....	7

# STANDARD AUTOMOTIVE AGREEMENT

AGREEMENT by and between .....  
party of the first part, hereinafter called the "Employer" and District No. 9, International Association of Machinists and Aerospace Workers, party of the second part, hereinafter called the "Union."

In the application or interpretation of this contract, the agreement between the Employer and the Union shall be conclusive and binding upon all persons affected.

This contract is the entire Agreement, and there shall be no side agreements or understandings, written or implied, other than what is embodied in this contract, except Appendix "A" attached hereto and which shall become a part hereof; and working practices or customs not provided for or required under Article XXVI, Section 2, shall be subject to Article XXVI, Section 1. Any not provided for shall not be deemed a part of this Agreement or binding upon the parties.

## ARTICLE I — Jurisdiction and Recognition

*B3536*  
**Section 1.** The Employer recognizes the Union as the exclusive representative of all employees in the unit which is as follows: Journeymen automobile and truck mechanics, machinists, electrical machinists, welders, trimmers, metal men, fender, body, painters, radiator repairmen, refrigeration, automotive air conditioning mechanics, inspectors, glass installers, service salesmen and towermen, apprentices and working foremen.

**Section 2.** Definition of a Journeyman Automotive Mechanic: A journeyman automotive mechanic is one who has served an apprenticeship of four (4) years in the automotive mechanic's trade, or a person who has worked four (4) years at the automotive mechanics' trade in any of its branches or subdivisions, and who can, with the aid of tools, repair, erect, assemble, dismantle and maintain automotive equipment or parts thereof within a reasonable time and in a satisfactory manner.

## ARTICLE II — All Classifications—All Employees Union Shop and Union Card

*B39*  
**Section 1.** All employees in the classifications herein listed shall, thirty-one (31) days after the execution of this Agreement or thirty-one (31) days after employment in the case of new employees, become and remain, as a condition of continued employment, members of the Union; provided that union membership is available to the employees on the same terms and conditions generally applicable to other members.

**Section 2.** The Union Shop Card shall be displayed prominently on all customer entrances and areas where customers wait. Said Union Shop Card, property of the Union, shall be furnished free to the Employer and he shall be allowed to display same.

## ARTICLE III — New Employees

**Section 1.** It is further understood and agreed that the Employer shall continue to inform the Union when he has need of additional or replacement employees and that the Union may have the right and privilege to refer to the Employer its members, and the Employer shall have the right of selection or rejection of such members based on the same selection or rejection principle in effect for applicants for employment not members of the Union.

**Section 2. Notification to Union.** On all new employees, Union or Non-Union, the following information will be given in writing by the Employer to the Union within seven (7) days from the date of hiring new employees : (1) name, home address and social security number of employee; (2) date employed.

## ARTICLE IV — Dues Deduction

*B40*  
**Employer agrees to deduct from the employee's pay for the third period of the month all Union Dues and Initiation Fee and forward same to reach the Union Office NOT LATER than the first of each following month, provided employees sign and deliver to Employer proper assignment for deductions.**

## ARTICLE V — Seniority

*B41*  
**Section 1.** Employees shall have no seniority status during the first thirty (30) working days of their employment. After this period, employees shall have seniority computed from the date of their employment and shall be considered a regular employee. ✓



**Section 2.** Seniority shall govern reduction of force and re-employment of employees so long as the employees are qualified to perform all work available. Any variation in the application of this rule shall be subject to agreement reached between the Employer and Union. For purposes of seniority, service salesmen, towermen and working foremen shall be considered separately, and when a mechanic is promoted to either of these classifications, he will retain and continue to accumulate seniority as a mechanic in addition to accumulating seniority in the new classification after a probationary period of ninety (90) days retroactive to the date of promotion effective on and after August 1, 1973.

*D-47-48*  
**Section 3.** Regular employees shall receive written notice of layoff by 12:00 Noon Wednesday. Employees laid off in accordance with seniority shall be entitled to complete the work week in which notice was given, provided they are available for work and present themselves for work. Such notice shall not be required where immediate discharge is justified.

**Section 4.** Whenever an employee's employment is terminated for any reason, the Employer will so notify the Union, in writing, of said termination, not later than five (5) working days after such termination.

**Section 5.** Complaints regarding the layoffs or discharge of employees must be filed in writing with the Employer within five (5) working days from the date of notice of such layoff or discharge. Failure to present such grievances within such period shall constitute a bar to further action. The Management must review and render a decision on the case within five (5) working days after receipt of same.

**Section 6.** Employees with seniority shall give the Employer written notice by 12:00 Noon Wednesday when voluntarily leaving the employ of the Employer and complete the work week in which notice is given. Employees failing to comply with this provision shall not be entitled to any pro rata vacation which has accrued since the last anniversary date of their employment.

**Section 7.** Any of the following events shall be considered as a break in seniority and termination of employment, and subsequent employment shall be deemed to be new employment:

- (a) Voluntary quitting;
- (b) Justifiable discharge;
- B-13-44*  
(c) Failure to report for work after layoff within ten (10) days following the postmarked date on the receipt of registered or certified mail of the notice to report for work, sent to the employee's last known address, as recorded with the Employer;
- 8/10*  
(d) Layoff or failure for any reason to perform work for the Employer for one (1) year, except in the case of proven illness. (Proven illness pertains only to employees who become ill while employed and does not pertain to a laid off employee who became ill after being laid off.)
- (e) In the event of extended illness the Employer may request status of employee by certified mail directed to employee's last known address. Failure to reply to Employer in writing within fifteen (15) days of postmarked date on receipt of request shall be interpreted as voluntary termination.
- (f) In the event of an unauthorized absence from work, failure to notify the Employer of the cause and extent of absence as promptly as is practicable and, unless good cause is shown, in no event more than three (3) working days from the commencement of absence.

*12*  
**Section 8.** It is the obligation of each employee covered by this Agreement to continuously perform his work in a manner satisfactory to his Employer. The Employer reserves the right to immediately discharge an employee for good and sufficient reasons without notice, except that before an employee can be discharged for inefficiency or attitude, the Employer shall notify the Union, in writing, who shall be given ten (10) working days to adjust the dispute between the employee and Employer.

#### ARTICLE VI — Holiday Pay

*C-67-69*  
**Section 1.** The following days shall be considered as paid holidays regardless of the day on which they fall, provided the employee works the work day before and the work day after the holiday, except in case of illness proven by a doctor's certificate, if requested, or excused absence for one of these days, including layoff which occurs on the work day before or the work day after the holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day (November 11), Thanksgiving Day, Christmas Day and employee's birthday. Effective August 1, 1975 Christmas Eve Day shall be considered as a paid holiday as outlined above.

Employee may select either the Friday or Monday following his birthday as the birthday holiday. If two employees' birthdays fall in the same week, the senior employee has preference of the Friday or Monday.

When any of the above holidays falls on Sunday, the day observed by the State, Nation or by proclamation shall be considered as the holiday and paid for as such. Holidays falling on Saturday shall be celebrated on Saturday and paid for. When a holiday falls within an employee's vacation period, it shall be treated as a Saturday holiday.

**Section 2.** It is agreed and understood the minimum guarantee shall not be reduced for weeks in which a holiday occurs. The employee is to receive full pay including shift differential, if applicable, for the holiday, in addition to any other sum earned on flat rate.

## ARTICLE VII — Vacation

**Section 1.** Employer agrees to give all employees in his employ one year or more a vacation with pay prepaid in accordance with the classification hourly rate in effect for the week(s) involved according to the following schedule:

Employees with one (1) year of employment who have worked a minimum of 1400 actual hours from their anniversary date shall receive one (1) week's vacation.

Employees with three (3) years of employment who have worked a minimum of 1400 actual hours from their anniversary date shall receive two (2) weeks' vacation.

Employees with fifteen (15) years of employment who have worked a minimum of 1400 actual hours from their anniversary date shall receive three (3) weeks' vacation.

Effective August 1, 1974 employees with twenty (20) years of employment who have worked a minimum of 1400 actual hours from their anniversary date shall receive four (4) weeks' vacation.

For the purpose of vacation, actual hours do not include premium overtime but shall include vacation and holiday time.

**Section 2.** After six (6) months of employment in the event of layoff, one-twelfth (1/12) of the regular vacation pay shall be allowed for each month worked. However, after 1400 actual hours have been worked an employee may have option of accepting one-twelfth (1/12) of regular vacation pay for each month worked or may wait until his anniversary date of employment and attain rights to full earned vacation provided he is still available to the employer for recall to work.

**Section 3.** After one (1) year's employment in the event of layoff, discharge or quitting after giving proper notice to Employer, one-twelfth (1/12) of the regular vacation pay shall be allowed for each month worked.

**Section 4.** No employee shall receive pay in lieu of his vacation except by agreement between the Union and the Employer.

**Section 5.** Vacations will be bid for by seniority and will be scheduled in contract work week increments (Monday through Friday) so that they do not interfere with the normal operation of the shop, but not less than a week at a time.

## ARTICLE VIII — Grievance Procedure and Strike Clause

**Section 1.** During the term of this Agreement the Employer and the Union agree that there shall be no lockout, strike or other work stoppage except as provided for in Article VIII, Article XXXIV, Article XXXV and Article XXXIX.

**Section 2.** The term "Grievance" shall mean a dispute or difference involving the application or interpretation of any provision of this Agreement. Should a grievance occur, the shop steward shall first endeavor to adjust same with the service manager and, if not thus satisfactorily adjusted, such grievance shall be brought to the attention of the management by the shop steward or Business Representative.

**Section 3.** If such grievances are not thus satisfactorily adjusted or if the Employer has a grievance, the same shall be referred to a committee for mediation consisting of three (3) representatives of the Union and three (3) representatives of the Employer, who shall be members of and appointed by the Greater St. Louis Automotive Association, Inc., or the St. Clair-Madison Automotive Association, Inc., and who are parties to a like agreement.

**Section 4.** Upon formal application by the Union or the Employer, by certified or registered mail, for this committee to be appointed, the said committee for mediation must be selected by

both the Union and the Association within fifteen (15) days from such application unless an extension is mutually agreed to by both parties. The said mediation committee must act and render its decision within fifteen (15) days of their appointment, unless an extension is mutually agreed to by both parties. Formal notice of such decision will be promptly sent, by certified mail, to both parties. A majority decision of the mediation committee on a specific grievance shall be final and binding on both parties. No decision of the mediation committee involving a penalty shall cover a retroactive period of more than thirty (30) days prior to the date the grievance was filed, except where an Employer has failed to indenture an apprentice.

**Section 5.** In the event said joint committee for mediation is unable to arrive at a majority decision within the time prescribed, either party to this Agreement shall be free at any time, **AFTER TWENTY (20) DAYS' WRITTEN NOTICE TO THE OTHER PARTY**, to cause lockouts, or to cause and engage in strikes, stoppages or suspensions of work, after the Union has complied with the provision of their International Constitution relating to strike vote.

#### **ARTICLE IX — Unauthorized Activities**

**Section 1.** In the event of any unauthorized acts of its members, the Union, upon receiving notice thereof, shall immediately urge its members to return to work if there should be a work stoppage, and, just as soon as practical, address a letter to the Employer notifying him that the action of the Union members is unauthorized. The Employer shall be privileged to discharge employees responsible for such unauthorized activities without violation of the terms of this Agreement.

**Section 2.** In order that the Employer may be apprised of the officers of the Union empowered to authorize strikes, work stoppages or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the District Representative has the power or authority to authorize any such actions or give the orders or directions necessary to carry out any such actions. The Employer and the Union agree that during the life of this Agreement there shall be no strike, lockout or other work stoppage except as provided in Article VIII, Article XXXIV, Article XXXV and Article XXXIX.

**Section 3.** It is agreed that the District Representatives when on the Employer's premises will not interfere with the normal and regular operation of the Employer's business.

#### **ARTICLE X — Picket Line**

Where any labor union has an authorized picket line established at the premises of an Employer, it shall not be in violation of this Agreement, nor grounds for discipline or discharge, for any employee covered hereunder to refuse to make delivery of merchandise to the premises of, or to, or for such Employer or to cross such picket line; nor shall he be required to perform work whereby his Employer would become an allied Company with the struck Employer.

#### **ARTICLE XI — Selection of Steward**

The Employer agrees that the members of the Union may choose from the regular employees a steward to act in behalf of the members of the Union in any capacity assigned to such steward by the Union; provided, however, that such activity on the part of the steward shall not interfere with the normal and regular operations of the Employer. The Employer agrees that stewards shall not be discriminated against on account of said activities.

#### **ARTICLE XII — Designation of Work**

**Section 1.** Both parties agree that employees of the Employer and members of the Union shall not service or repair automobiles at any time for any other person than as directed by the Employer. This is a condition of employment. Violation of this provision shall subject employee to immediate discharge without notice.

**Section 2. Moonlighting.** No employee of the bargaining unit shall work on any other job without written approval of the Union and the Employer. Violation of this clause shall subject such employee to immediate discharge without notice.

**Section 3.** The Employer agrees that he will not hire any persons who are covered by this contract and who are employed elsewhere.

#### **ARTICLE XIII — No Wage Reduction**

No employee shall have his rate reduced, whether hourly or weekly, as a result of the signing of this Agreement.



#### ARTICLE XIV — Higher Rate of Pay

Nothing herein shall prohibit the payment of a higher rate of pay or incentive commissions at the discretion of the Employer, but such incentive commissions shall not be deemed wages for any purpose of this contract.

#### ARTICLE XV — Previous Service

It is mutually agreed and understood that employees covered by this Agreement entering into the employment of a new employer shall start at the rate of pay determined by their previous experience, if in the same classification.

#### ARTICLE XVI — Flat Rate Manual

**Section 1.** In shops where employees work on flat rate they will be issued a job ticket before starting job. In order to determine the number of hours for which the mechanic will be paid, the job tickets shall be written in accordance with the most current factory flat rate manual for the line involved and applicable to a particular car.

**Section 2.** Where work is accepted on other than Dealer's franchise make or where no flat rate operation is given in the manual, mechanic will be paid for the actual hours necessary to perform the work.

**Section 3.** For employees on flat rate it is agreed by the Employer that a proper and just system, mutually satisfactory, shall be installed to secure work by rotation, provided the employee is qualified to do the particular work.

**Section 4.** If a flat rate operation time allowance is thought to be inequitable, the employee shall perform the work as per the flat rate manual, but shall also ring the time clock and make an accurate accounting in writing for the time required to perform such work. This procedure shall be performed twice by employees; and if time is still considered inadequate, the particular flat rate operation shall be reported by the Employer or the Union to the Greater St. Louis Automotive Association, Inc. or the St. Clair-Madison Automotive Association, Inc. which shall immediately send notices of all members handling that line of cars to report dealership's experience and pertinent information regarding questioned operation, which shall be submitted to the Association Office within fifteen (15) days. If a majority of reports indicate an inadequate time allowance, the Association shall notify the Employer of the mechanics making complaint and the Employer shall file within five (5) days in writing a request for review with the manufacturer. Evidence of such review application shall be submitted to the Association and the Union. Employer agrees to continue to inform the Association and the Union of the status of the review application every thirty (30) days until the factory involved shall make a final determination as to whether or not the time allowance will be altered in their flat rate manual. Failure by the Employer to file such application or to submit the status of the review application within the time periods as above shall constitute a violation of this Agreement.

**Section 5.** When a repair job is estimated, the employee shall receive the stipulated flat rate per hour for the number of hours estimated.

**Section 6.** Any established practice of straight time and/or flat rate shall not be changed during the period of this contract, except by mutual agreement between the Employer and the Union.

**Section 7.** No factory flat rate manual shall reduce any time on any previous model car forty-five (45) days previous to end of production.

#### ARTICLE XVII — Work Week and Overtime Provisions

**Section 1.** The regular work week shall consist of five (5) days of not less than eight (8) hours each starting between 7:00 A. M. and 9:00 A. M., Monday through Friday, inclusive. The employee's starting time Monday morning will be his regular starting time for the duration of that week and shall not be changed. A work day (day or night shift) shall consist of not less than eight (8) hours consecutive except for a lunch period not to exceed one (1) hour. Any other shift starting at any different time shall be considered night shifts; and such shifts starting between 9:01 A. M. and 5:00 P. M. shall receive ten per cent (10%) additional to the regular wage scale, not to exceed twenty-five cents (25¢) per hour; except employees shall retain present night shift differential and employees who were employed on or before August 1, 1964 who are transferred to night shifts shall receive the following differentials: Flat Rate Mechanics 26¢, Straight Time Mechanics 28¢, Flat Rate Bodymen 26¢, Straight Time Bodymen 29¢, Service Salesmen and Towermen 30¢, Working

Foremen 30¢, Apprentices 20¢, and such shifts between 5:01 P. M. and 11:30 P. M. shall receive fifteen per cent (15%) additional to the regular wage scale, not to exceed forty-five cents (45¢) per hour. However, no second shift shall start after 5:00 P. M. and no third shift shall start after 11:30 P. M. However, the regular work week of forty (40) hours shall be reduced to thirty-two (32) hours whenever one of the specified holidays occurs or is celebrated therein, and the regular work week of an individual employee shall be reduced by eight (8) hours for each day in the work week where the employee is absent with the consent of the Employer.

**Section 2.** Time and one-half the regular rate shall be paid for all hours worked in excess of eight hours in one day and for all hours worked in excess of the employee's work week as above defined.

**Section 3.** An employee working on flat rate shall receive a minimum of one-half of the hourly rate for the overtime hours worked in addition to what he made on flat rate, but not less than time and one-half the hourly rate for the time worked.

**Section 4.** The above provisions shall apply to all days except Saturday after 12 o'clock Noon, Sunday and holidays. On Saturday after 12 o'clock Noon, Sunday and holidays, an employee working on flat rate shall receive at the hourly rate for each hour worked an additional hour in addition to what he made on flat rate but not less than double the hourly rate for the time worked. Hourly paid employees shall receive double time at the specified hourly rate after 12 o'clock Noon on Saturday, Sunday and holidays.

**Section 5.** All overtime work shall be on a voluntary basis.

**Section 6.** Any employee called in for work outside of regular scheduled shift shall receive a minimum of four (4) hours at overtime rate for each time he is called, whether he works or not.

**Section 7.** The weekly minimum guarantees as set out in this Agreement are applicable to employees who report each work day for a full day's work, and shall be proportionately reduced by the number of days and hours for which employee is unavailable for work.

**Section 8.** No employee shall receive overtime pay twice for the same hours worked or overtime and premium pay for the same hours worked. When an employee is entitled to statutory overtime under the law and also additional overtime or premium pay under this contract, he shall be paid the larger of the two, but not both.

#### ARTICLE XVIII — Insurance

**Section 1.** Employer agrees to carry insurance coverage on the employee's tools to cover fire, theft, forced entry and also mysterious disappearance in the amount of \$2,000.00 with \$100.00 deductible on each loss, provided the employee furnishes written inventory of tools to be covered. Those employers who do not furnish coverage shall be personally liable for same.

**Section 2.** No employee shall be required to take out insurance other than that required by law.

#### ARTICLE XIX — Service Meetings

A monthly meeting of the entire service personnel is deemed by the Union and the Employer to be an absolute necessity for the common interest and benefit of all parties concerned. Therefore, all members are requested and urged by the Union and the Employer to attend these meetings in answer to a call for same by management; except that employees shall not be requested to attend on regular Union meeting nights. If any service or service instruction meetings are held outside the Metropolitan St. Louis Area, and attendance is required by the Employer, then the employees covered by this Agreement shall be paid regular work week time or a portion thereof, and traveling expenses to and from such meetings.

#### ARTICLE XX — Employees Doing Work of Another Union

Employer shall not require or request employees to do any work that comes under the jurisdiction of any other Labor Union. However, when employees have permission to perform duties covered by Local Union affiliated with the I.B. of T.C.W. & H. of A., or I.A.M.A.W., they shall receive their required rate of pay. Should any of these Locals demand that the member cease such work, he cannot be penalized for doing so.

#### ARTICLE XXI — Employee Liability Due to Negligence

Employer may charge employee for negligence resulting in loss or damage, but shall not make any deduction from employee's pay due to same without written approval of the employee. Should the employee make complaint, the Union may make immediate investigation of the charges

and a settlement of the case shall be made by the grievance procedure. If employee is found negligent by the mediation committee, the Employer may deduct any damages from employee's wages, not to exceed ten per cent (10%) of said wages in any one pay period.

#### ARTICLE XXII — Laundry and Uniforms

5/14 The Employer shall pay one-half of the rental and laundry bill of three (3) uniforms per week. If over three (3) uniforms are used per week, employee shall pay the entire cost for the uniforms in excess of three (3), except where the Employer requires additional uniforms; then the entire cost shall be paid by the Employer for the uniforms in excess of three (3). C 76 1/2

#### ARTICLE XXIII — Discrimination

No employee shall be discriminated against by Employer for living up to and observing the provisions of this Agreement, and the employees within the classifications covered by this Agreement shall be paid the applicable minimum hourly rate or the guarantee for the time spent on the job.

#### ARTICLE XXIV — Collusion

When there is evidence of collusion between Employer and employee to violate this Agreement, any back pay collected shall be deposited with the Union by check made payable jointly to the employee and the Union.

#### ARTICLE XXV — Limited Ability Employees

Employees covered by this Agreement who are unable to perform their work within a reasonable time and in a satisfactory manner because of advanced age, physical handicap, limited ability or any other cause, as agreed by parties to this Agreement, shall receive wages fixed by negotiations between the parties hereto.

#### ARTICLE XXVI — Shop Rules

Section 1. Employer may adopt rules and regulations affecting the conditions of employment which are not inconsistent with the terms of this Agreement. Such rules and regulations must be mutually agreed to by the Union and the Employer and be posted in a prominent place in the shop. Employees shall have the right to fasten their tool boxes to the bench or other permanent fixture.

Section 2. The following General Shop Rules become a part of this contract:

- (1) No employee can refuse to perform any work on the basis of the factory flat rate manual.
- (2) No employee will drink alcoholic liquors on the premises or report to work under the influence of liquor.
- (3) Smoking is prohibited in all areas where volatile substances such as gasoline, paint, transmission fluid or thinner are exposed, in order that there may be no violation of insurance regulations.
- (4) Uniforms are for work and are not to be worn away from the shop, except during lunch period or by permission of the Employer.
- (5) Vacation periods must be strictly adhered to as to dates and durations.
- (6) All employees must report to work and be ready to go to work in work clothing at the time specified by the management and remain on the job during their scheduled work hours in work clothing, except for a lunch period specified or where permission is given to leave the premises.
- (7) In order to promote equal services to all, employees shall discourage and refuse to accept gratuities offered by customers.
- (8) All employees shall make every effort to police work stalls and keep locker rooms and lockers provided clean and presentable at all times.
- (9) Where the use of time clocks is required, all employees will personally punch their own "time in" and "time out."
- (10) No employee shall perform work on his personal automobile in the shop, unless prior approval has been obtained from his department supervisor.
- (11) Time off from regular working hours must be requested from and approved by the employee's department supervisor.
- (12) The Employer and all employees shall comply with the rules and regulations required under the National Occupational Safety and Health Act and shall be liable for any penalties assessed for their individual non-compliance.



(13) All employees shall refrain from engaging in horseplay while on the Employer's premises during business hours.

#### ARTICLE XXVII — Shift Assignments

When an opening occurs, employees shall have the right to bid for either day or night shifts in accordance with their seniority. When employees do not indicate their preference, the Employer shall assign employees with the least seniority to the night shift.

#### ARTICLE XXVIII — Subcontracting Work

*58*  
**Section 1.** In order to provide covered employees with the maximum job security, it is hereby agreed the Employer will not permit any of its employees who are not in the bargaining unit covered by this Agreement to do any of the work which is performed by employees within the bargaining unit.

**Section 2.** The Employer further agrees that when it becomes necessary to send out any work which would be classified as work generally performed by the bargaining unit described herein, whether or not such work had been subcontracted prior to the execution of this Agreement, such work will be sublet to Employers whose wages and working conditions are comparable to those established by and for the industry.

**Section 3.** Any dispute arising from the provisions of this Article may be processed through the grievance procedure when the Union or the Employer so desire.

#### ARTICLE XXIX — Sick Leave

*48*  
Any employee covered by this Agreement and employed by Employer for a period of twelve (12) months or over shall be entitled to two (2) work weeks' annual sick leave with pay at the guaranteed rate for his classification. The term "annual sick leave" shall be defined as the period of time from August 1st to July 31st. Payment shall be required only and benefits under this provision shall accrue commencing with the eighth (8th) consecutive day of illness or injury when supported by a doctor's certificate, if requested by Employer. Such pay shall not be supplemental to, but shall be reduced by any amount due employee under Workmen's Compensation Law or the Welfare Plan hereinafter provided for. When an employee is off from work five (5) working days due to accident or injury on the job and files for Workmen's Compensation, said payment shall start with the first day.

*6/29*  
No employee shall be entitled to sick leave compensation under this clause when the illness or injury is due to willful misconduct, unlawful acts, the employee's intention to injure himself or another, venereal disease, intoxication or the use of drugs.

#### ARTICLE XXX — Wages, Hours and Conditions

**Section 1.** The following minimum wages shall prevail:

##### HOURLY RATES

*B39*  
**JOURNEYMEN GROUP No. 1:** Automotive Mechanics, Welders, Electrical Machinists and Inspectors:

Effective 8-1-73	Effective 8-1-74	Effective 8-1-75
\$5.82	\$6.07	\$6.32 ✓

##### Guarantee Per Week:

Effective 8-1-73	Effective 8-1-74	Effective 8-1-75
\$232.80	\$242.80	\$252.80

*C25*  
*35*  
*W*  
**JOURNEYMEN GROUP No. 2:** Metal Men, Body, Fender, Painters, Radiator Repairmen, Trimmers, full time Automotive Air Conditioning Mechanics, Front End and Frame Men and Glass Installers:

Effective 8-1-73	Effective 8-1-74	Effective 8-1-75
\$5.92	\$6.17	\$6.42



**Guarantee Per Week:**

Effective 8-1-73	Effective 8-1-74	Effective 8-1-75
\$236.80	\$246.80	\$256.80

**Section 2.** Service Salesmen, Towermen and Working Foremen covered by this Agreement shall receive:

Effective 8-1-73	Effective 8-1-74	Effective 8-1-75
\$5.95	\$6.20	\$6.45

**Guarantee Per Week:**

Effective 8-1-73	Effective 8-1-74	Effective 8-1-75
\$238.00	\$248.00	\$258.00

**Section 3.** ALL employees working on a flat rate system shall receive:

**FLAT RATE**

Effective 8-1-73	Effective 8-1-74	Effective 8-1-75
\$5.82	\$6.07	\$6.32

**JOURNEYMEN GROUP No. 1:** Automotive Mechanics, Welders, Electrical Machinists and Inspectors:

**Guarantee Per Week:**

Effective 8-1-73	Effective 8-1-74	Effective 8-1-75
\$232.80	\$242.80	\$252.80

**JOURNEYMEN GROUP No. 2:** Metal Men, Body, Fender, Painters, Radiator Repairmen, Trimmers, full time Automotive Air Conditioning Mechanics, Front End and Frame Men and Glass Installers:

**Guarantee Per Week:**

Effective 8-1-73	Effective 8-1-74	Effective 8-1-75
\$236.80	\$246.80	\$256.80

30  
The above classifications of employees shall be guaranteed not less than the above rates at above effective dates. Employees receiving over the rate as of August 1, 1973 will receive no reduction but shall receive thirty-five cents (35¢) per hour effective August 1, 1973; twenty-five cents (25¢) per hour effective August 1, 1974; and twenty-five cents (25¢) per hour effective August 1, 1975.

**Section 4.** All apprentices on the payroll prior to August 1, 1973 shall progress throughout the term of their apprenticeship in accordance with the following schedule and shall receive thirty-five cents (35¢) per hour increase effective August 1, 1973; twenty-five cents (25¢) per hour increase effective August 1, 1974; and twenty-five (25¢) per hour increase effective August 1, 1975.

	8-1-70
Starting Rate .....	\$3.00
After 6 Months .....	3.30
After 1 Year .....	3.60
After 1½ Years .....	3.90
After 2 Years .....	4.20
After 2½ Years .....	4.50
After 3 Years .....	4.80
After 3½ Years .....	5.10
After 4 Years .....	Journeyman Rate

The starting rate for apprentices hired on or after August 1, 1973 shall be as follows with an increase at the expiration of each six (6) month period in accordance with the following schedule:

	<b>8-1-73</b>
Starting Rate .....	\$3.50
After 6 Months .....	3.80
After 1 Year .....	4.10
After 1½ Years .....	4.40
After 2 Years .....	4.70
After 2½ Years .....	5.00
After 3 Years .....	5.30
After 3½ Years .....	5.60
After 4 Years .....	Journeyman Rate

#### **ARTICLE XXXI — Apprentices**

**Section 1.** The employment of apprentices and the conditions associated therewith shall be in accordance with the Automotive Mechanics Apprenticeship Advisory Pattern Standards, a copy of which is attached hereto and becomes a part of this Agreement.

**Section 2.** An automotive mechanic's apprentice is one who has been employed to learn the automotive mechanics' trade and shall be given full opportunity to do so and will be advanced as rapidly as his knowledge and fitness merit upon approval of the Apprenticeship Advisory Committee.

**Section 3.** One (1) apprentice may be employed for each five (5) journeymen employed in each shop, but in any event, one may be employed in each shop.

**Section 4.** The apprentices' wages shall be determined by their previous experience and the contract rate.

**Section 5.** All apprentices shall be selected in accordance with the Automotive Apprenticeship Advisory Pattern Standards.

**Section 6.** Apprentices shall be rotated and work assigned within the shop so that they shall be given a full opportunity to learn the automotive trade. They shall work with the assistance of a journeyman until they have completed their first two (2) years of apprenticeship or equivalent subject to approval of the Joint Apprenticeship Advisory Committee. Starting the third year of apprenticeship, an apprentice may be placed on shop rotation with journeyman for all jobs he is capable of performing. When a flat rate journeyman is required to instruct an apprentice during his third and fourth year, the flat rate journeyman shall receive double time for the actual time spent on instructions.

**Section 7.** Apprentices with less than two (2) years' credited service shall work days when attending night school, if possible. After two (2) years' credited service, apprentices shall work eight (8) hours in shops on day of attending school if possible, or until day school is available.

**Section 8.** The Employer will pay apprentice's tuition to attend the apprenticeship school. It is compulsory that the apprentice attend school four (4) hours each week on his own time without compensation. This is a condition of employment.

**Section 9.** The Employer shall furnish to the Apprenticeship Advisory Committee a review of the apprentice's work record each six (6) months on forms furnished by the Apprenticeship Advisory Committee.

**Section 10.** An apprentice shall be credited with all of his seniority the same as a journeyman during his apprenticeship and also upon the completion of his apprenticeship except in cases where the one to five ratio would be exceeded.

#### **ARTICLE XXXII — Employment Application**

The Employer may use such employment application as he desires. Any employee who misrepresents facts or omits vital information on his employment application is subject to discharge during his probationary period.

#### **ARTICLE XXXIII — Garnishments**

Except as limited by TITLE III of the Consumers' Credit Protection Act, Section 525.030 R.S. Missouri, and Chapter 48 and Illinois Revised Statutes Chapter 62, the Employer may discharge any employee when such employee's earnings are subject to garnishments in the hands of the Employer.

#### **ARTICLE XXXIV — Health and Welfare**

For the duration of this Agreement the Employer agrees to pay for each employee covered by this Agreement on the first working day of each month excluding calendar days that are not working days, the sum of \$40.00 per month to the Trustees of District No. 9, I. A. of M. Welfare Association. Such monthly payment shall be made for every calendar month and on or before the 10th day of each such month. Newly hired and recalled employees beginning work on the first working day of each month excluding calendar days that are not working days shall also be covered by the provisions of this paragraph.

In the event an employee is injured or becomes sick, the Company shall continue to pay the monthly premium on such employee until his recovery from said accident or sickness; provided, however, such payments shall not exceed twelve (12) in number.

The Employer shall be under no obligation to see to the application of such monies as are paid into said Welfare Fund, but said Fund shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such auditor's reports and the books and records kept by said Trustees shall be available at all reasonable times to the Employer, to participants and to the officers of the Association.

The detailed basis upon which payment from the Fund will be made has been resolved in writing by the Trustees in Resolution No. 1 adopted at their initial meeting held on July 14, 1949.

It is hereby mutually declared and agreed that the foregoing provisions of this Article are of the essence of this entire Agreement. That this Agreement would not have been entered into but for the inclusion of said Article therein, and that any breach of this Article or any failure literally and fully to comply therewith by the Employer shall be and constitute a material violation of this entire Agreement entitling the Union at its option to engage in a strike or work stoppage against the Employer, notwithstanding any other provisions of this Agreement to the contrary, or to elect to rescind the entire Agreement.

It is further agreed that if the Employer fails to comply with the provisions of this Article by not making prompt and timely payments of the monthly contributions required hereby (the total amount of which delinquency, hereinafter referred to as "such delinquency," shall be and constitute a debt owed by such Employer to the aforesaid Trustees), then and in addition to all other remedies or courses of action on account thereof available to the Trustees and/or the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer to the aforesaid Trustees by a suit or action at law brought by said Trustees and/or the Union; provided that the Employer further agrees in any such suit or action to be liable for (and hereby agrees to pay), in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the Trustees and/or Union in such suit or action, the amount thereof to be fixed by the court, but in no event to be less than thirty-three and one-third per cent (33 1/3 %) of the total amount for which judgment is rendered in such suit or action; and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required by the provisions of this Article and such delinquency results in an employee or designated beneficiary covered by this Agreement losing, being denied or being rendered ineligible to receive benefits from the Welfare Fund herein provided for, then and in such event the Employer shall be fully and personally responsible and liable to (and hereby agrees to pay) such employee or designated beneficiary for all such losses of benefits.

It is further agreed that should there be any increase in the monthly contribution for the District No. 9, I. A. of M. Welfare Plan during the course of this Agreement, the Company agrees to automatically increase the monthly contribution to the new amount as set forth by the Board of Directors of this plan; however, such amount shall not exceed \$50.00 during the term of contract.

#### **ARTICLE XXXV — Pension Plan**

For the duration of this Agreement the Employer agrees to pay for each employee covered by this Agreement on the first working day of each month excluding calendar days that are not working days, the sum of \$52.05 per month until August 1, 1974; and effective August 1, 1974 this amount shall be increased to \$60.75 per month; and effective August 1, 1975 this amount shall be increased to \$69.40 per month to the Trustees of District No. 9, I. A. of M. Pension Trust. Such monthly payment shall be made for every calendar month and on or before the 10th day of each such month. Newly hired and recalled employees beginning work on the first working day of each month excluding calendar days that are not working days shall also be covered by the provisions of this paragraph.



If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall make the required contribution for one (1) month. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

This Trust, as amended, has been approved by the U. S. Internal Revenue Service as a qualified Pension Plan, and contributions made to the Trustees do not constitute taxable income to the employees participating therein and do constitute a taxable deduction to the Employer.

The Employer shall be under no obligation to see to the application of such monies as are paid into said Pension Trust Fund, but said Fund shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such auditor's reports and the books and records kept by said Trustees shall be available at all reasonable times to the Employer, to participants and to the officers of the Association.

The detailed basis upon which payment from the Fund will be made has been resolved in writing by the Trustees in Resolution No. 1 adopted at their initial meeting held on January 14, 1957.

It is hereby mutually declared and agreed that the foregoing provisions of this Article are of the essence of this entire Agreement. That this Agreement would not have been entered into but for the inclusion of said Article therein, and that any breach of this Article or any failure literally and fully to comply therewith by the Employer shall be and constitute a material violation of this entire Agreement, entitling the Union at its option to engage in a strike or work stoppage against the Employer, notwithstanding any other provisions of this Agreement to the contrary, or to elect to rescind the entire Agreement.

It is further agreed that if the Employer fails to comply with the provisions of this Article by not making prompt and timely payments of the monthly contributions required hereby (the total amount of which delinquency, hereinafter referred to as "such delinquency," shall be and constitute a debt owed by such Employer to the aforesaid Trustees), then and in addition to all other remedies or courses of action on account thereof available to the Trustees and/or the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer to the aforesaid Trustees by a suit or action at law brought by said Trustees and/or the Union; provided that the Employer further agrees in any such suit or action to be liable for (and hereby agrees to pay), in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the Trustees and/or Union in such suit or action, the amount thereof to be fixed by the court, but in no event to be less than thirty-three and one-third per cent (33 1/3 %) of the total amount for which judgment is rendered in such suit or action; and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required by the provisions of this Article and such delinquency results in an employee or designated beneficiary covered by this Agreement losing, being denied or being rendered ineligible to receive benefits from the Pension Fund herein provided for, then and in such event the Employer shall be fully and personally responsible and liable to (and hereby agrees to pay) such employee or designated beneficiary for all such losses of benefits.

#### **ARTICLE XXXVI — Mandatory Retirement**

When an employee attains the age of 65 and qualifies for pension benefits, retirement shall be mandatory. This mandatory retirement may be waived by the Employer in annual increments upon written request by the employee and approved by the Employer and the Union.

#### **ARTICLE XXXVII — Pay Periods**

Employees covered by this Agreement shall receive their pay once each week between the regular starting and quitting time on a regular designated day. When it becomes necessary to pay employees outside of prescribed hours, they shall be paid for such time at the overtime rate of pay.

#### **ARTICLE XXXVIII — Legality**

If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.



If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

#### ARTICLE XXXIX — Successor

This Agreement shall be binding upon the successors and assigns of the parties hereto. Should any differences arise with respect to continuity of seniority or to earned vacations or to any other rights of either party established hereunder, by reason of any change of legal status, ownership or management of Employer, the parties agree that they will make every reasonable effort to effect a settlement thereof; and during such period this contract, all terms and provisions thereof, shall remain in force, and there will be no lockout by Employer and no strike or work stoppage by the Union. In the event dispute extends thirty (30) days past the effective date of such change of legal status, ownership or management, either party may serve notice upon the other for immediate termination of the Agreement.

#### ARTICLE XL — Business Interruptions

Should circumstances occur that totally interrupt the Employer's service operation and/or body shop operation, the Employer shall not be liable to the employees of the service operation and/or body shop operation for guaranteed wages beyond the time of said interruption.

Employer shall make every reasonable effort to re-establish normal service and/or body shop operations as soon as possible.

Should a dispute arise regarding interpretation of the above, the Employer and the Union agree to refer same to the 1973 Negotiating Committee.

#### ARTICLE XLI — Termination

**Section 1.** The terms between the parties to this Agreement shall be effective August 1, 1973 and shall be in effect to July 31, 1976, inclusive, but this Agreement shall automatically renew itself unless either party hereto shall give notice to the other party of a desire to revise, amend or terminate this Agreement sixty (60) days before the expiration date hereto provided.

**Section 2.** In the event of a declaration by the President of the United States of a National Emergency involving war or the mobilization of the armed forces of this country, which causes the economy of this country to be substantially affected, then either party to this contract may reopen the contract between August 1, 1973 and July 31, 1976, inclusive, for the purpose of negotiation of wage scales only, upon sixty (60) days' notice to the other party.

**EMPLOYER**

DISTRICT No. 9, INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS

By .....

By .....  
Business Representative

B-7  
2  
B-8  
6  
3  
B-13-157  
002  
B-12  
4  
B-18  
8

6178-0016023f006-02